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BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM) 5802—2-72
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DEFENDANT'S EXHIBIT FFICSC Exh. 9(h)

## (Continued from Preceding Page)

ing as excess over various policies of primary insurance) with combined limits of licibility for said underlying insurance stated in liem 4 of the declarations, or renewals or replacements thereof not affording coverages other than those of inception of this policy, shall be maintained in full effect during the period of this policy, rept for reduction of aggregate limits solely as a result of payint of claims arising out of occurrences during this policy period, such underlying insurance is not maintained in full effect by the insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by the policy shall apply in the same manner as though such underlying policies had been so maintained and unationized.

The insurance afforded by this policy is subject to the same war-

had been so montained and unamaged.

The insurance afforded by this policy is subject to the same warrantles, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any, such warrantles, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and my renewal agreement.

and innits of liability, and any renewal agreement.

2. Notice of Occurance, The insured shell immediately advise the Company of any occurence or disaster which will probably result in liability under this policy. The Company shall, not, have ever, be called upon to assume charge of the sellement or delense of any claims made, or suits brought, or proceedings instituted agrainst the insured, but shall have the right and opportunity to be associated, with the insured in the defense and trial of any such actions, suits or proceedings relative to any occurrence which, in the opinion of the Company, may are the liability on the part of the Company under the ferme of the policy, if the Company avails lisely of such right and opportunity, the insured and the Company shall cooperate in all respects so as to effect a fined determination of the claim or claims.

of the cloim or claims.

3. Payment of foss, it is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon that determination by settlement, award or verdict of the liability of the insured, the Company shall promptly pay the insured as the haured shall pay, or be required to pay, the appoints of any losses falling within the laying or limits of this insurance. All losses covered under this policy shall be died and payable by the Company within 30 days after they are respectively claimed and proof of loss lilled with the Company in conformity with this policy. Embruptcy or insolveboy of incured shall not relieve the Company of any of its obligations in cultured.

4. Payment of Expenses, Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, sulls or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of less bears to the total amount of each loss. Loss expense hereunds shall not include salories and expense of the Insured's employeek incurred in investigation, adjustment and litigation.

E. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the canount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but it no event shall the liability of the Company for ullimate het loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

5. Subregation. In the event of any payment of this policy, the Company shall be subregated to all the Insured's rights of recovery therefor against any person or arganization and the Insured shall execute and deliver instruments and papers and do wholever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. It there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

peur use expenses mercor.

7. Frantium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance promium stated in the Declarations, unless otherwise specified is an estimated premium only, Upon termination of this policy the samed promium shall be computed and if the samed premium to more than the advance premium poid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unsamed the unsamed policy, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium cursticed in the Declarations.

as stated in the Decidenceps.

3. Cancellation. This policy may be concelled by either party upon 30 days notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the insuled adjustment of premium shall be not be rule, and if cancelled by the Company, adjustment shall be made pro rule. However, in the event of cancellation or termination of the underlying insurance, without police in the insurance. Notice shall be given by the Company to the housed in the address shown in the declarations, Payment or tender of uncounted premium is not a condition of cancellation.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

## (BROAD FORM)---

It is agreed that the policy does not apply:

L Under any Liability Coverage, to injury, sickness, disease, death or destruction

fed with respect to which an insured under the policy is also an insured under a nucleat energy liability policy issued by Nuclear Energy Liability Insurance Association, Mulual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or

they exhibiting from the hizardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

I. Under any Liability Coverage, to injury, sickness, disease, death it destruction resulting from the bazardous properties of nuclear naterial, if

al the nuclear material (1) is at any nuclear lacility owned by, a operated by or on behalf of, an insured or (2) has been disher it or dispersed therefrom:

inclear moderial is contained in spent luct or waste at aime passessel, handled, used, processed, stored, transported lisposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the lumishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; but if such facility is located within the United States of America, its territories or possessions of Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous proportiet" include radioactive, toxic or explosive properties

"nuclear majerial" means source majerial, special nuclear majerial or byproduci majerial;

"source mulerful," "opecial nuclear material," and "byproduct ma-terful" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing hyproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the defination of nuclear facility under paragraph (a) or (b) thereof;

"nuclear lacility" arocons

(u) any nuclear reactor.
(b) any squipment or device designed or used for ()) separating

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C.I. - 00288

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the isolopes of uranium or plutonium, (2) processing or utilizing epent lue), or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such nuclear material if at any time the total premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of wantum 235, (d) any structure, basin, expandion, premises or place prepared or used for the storage or disposal of waste,

and includes the sile on which any of the loregoing is located, all operations conducted on such sile and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sus-lain nuclear lission in a self-supporting chain reaction or to contain a critical mass of lissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

. IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

PINAL PAGE

C.I. - 00289

1.:415 Schedule of Underlying Insurance POLICY NUMBER W. R. Grace & Co. 3-80 XXX 148 14 50 6/30/81 Layer Participation A) \$5,000,000 XX primary \$4,000,000 \$1,000,000 Marthbrook 3) \$15,000,000 IS \$5,000,000 7,500,000 Northbrook 3,750,000 Granite State 3,730,000 c) \$30,000,000 XX \$20,000,000 London 15,000,000 AIU Ins. Co. 3,000,000 2,000,000 2,000,000 7,000,000 Transit Bartford Gramita State Carling Laurern 1,000,000 \$25,000,000 XS \$50,000,000 London 4,000,000 2,000,000 7,000,000 1,000,000 Integrity Morthbrook National Union Transit 5,000,000 Granite State 4,000,000 AIU 2,000,000 E) \$25,000,000 ES \$75,000,000 City Insurance Granita State 5,500,000 \$,500,000 Recusion Adriation 1,000,000 Mational Union 6,000,000 Transit

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Hertford	2,000,000		
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City Insurance	5,000,000		"• ·
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Alliese	1,000,000	•	
Seine Re	2,000,000		
Zerich	1,500,000		
Associated International	5,000,000		
Bermeis Fire & Merins	1,500,000		
Firemen's Fund	4,000,000		
Contennial Leaurance Co.	4,500,500		
Midland	3,000,000	•	
Birmingham Fire	2,000,000		•
Londog	2,500,000		

į	ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	Myrre in Game	COUNTERSIGNATURE OF AUTHORIZED LICENT

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	London	\$4,000,000	
	Northbrook	1,000,000	•
B)	\$20,000,000 XX \$2,000,000	•	
•	London	\$11,250,000	
	Northbrook	3,750,000	
	Granita State	4,000,000	
	Transit Casualty	1,000,000	
<b>C</b>	\$25,000,000 IS \$25,000,000		
	London	\$12,000,000	
	AIU Ium. Co.	2,000,000	
	Transit	2,000,000	
	Hartford	1,500,000	
	Granite State	6,000,000	
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D)	\$25,000,000 XS \$50,000,000	•	
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	Transit	1,000,000	
	Granite State	5,000,000	
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	Transit	3,000,000	
	Hartiford	1,000,000	
	American Centennial	1,000,000	•

	Myrow An Earn	COUNTERSIGNATURE OF AUTHORIZED AGENY
AR NAMED IN THE POLICY	V	j
**************************************	PRESIDENT / 10-X	<u></u>

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Architects, Engineers or Surveyors-Professional Liability Exclusion

#2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not haited to

- (a) the preparation or approval of maps, plans opinions, reports, surveys designs or specifications and
- (b) Supervisory, inspection or engineering services

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	fireman's fund in	OF THE SURANCE COMPAI IN THE POLICY	NIES	PRODUCER	
	180009-6-65 SETS	On Breeze MESIDENT	10-K	COUNTERSIGNATURE OF AUTH	ORIZED AGENT

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- Cancellation Assudment Endorsement (Excess Unbralls #3

It is hereby understood and agreed that the first (lst) sentence of Condition 8, CARCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days' thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be affective."

All other terms and conditions of this policy remain unchanged

	3-80 POLICY NUMBER	W. R. Gran	HISURED		6/30/81
	FIREMAN'S FUND IN	OF THE SURANCE COMPAN IN THE POLICY	TIES	. PRODUCER	
Ž.	: Myrow ;	Au Baure PHESIDENT	10-X	COUNTERSIGNATURE OF AUTY	HORIZED AGENT

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Underlying Insurance Limit of Liability

In consideration of the premium charged, it is hereby agreed that item 4 of the declarations, underlying insurance limit of liability, shall read as follows:

\$100,000,000: each occurrence \$100,000,000: aggregate

(

All other terms and conditions remain the same.

POLICY NUMBER

3-80

XIX 149 14 90

W.R. Greich & CO.

PROCEER

FIREMAN'S FUND INSURANCE COMPANIES

AS NAMED IN THE POLICY

COUNTERSUSHATURE OF AUTHORIZED AGENT

THOUSE AS PRESIDENT

180009—6-65 SETS

·	COVERED & HAME AND ADDRESS IND. BILANKET EXCESS LIABILITY POLICY (FOILOWING FORM)  Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)  DECLARATIONS  1. INSURED & HAME AND ADDRESS (No., BIRECT, TOWN, COUNTY, STATE)	OI FIREMAN'S FUND  BESINESE COMPANY  IN THE AMERICAN  PARSIPPANY, NEW JERSEY  OF NATIONAL SURETY  OMPANIES  MAIL ADDRESS  SAN FRANCISCO  CAUPORNIA  OI FIREMAN'S FUND  BESINESE  IN TATIONAL SURETY  OMPANIES  MAIL ADDRESS  SAN FRANCISCO  CAUPORNIA  OI FIREMAN'S FUND  BESINESE  OI FIREMAN'S FUND  BESINESE  OI FIREMAN'S FUND  BESINESE  COMPANY  OMEDICAL  OFFICE  OFFIC
	POLICY PERIOD:  PTEM 2.  UNCEPTION (MO, DAY YE.)  THOU A.M., STANDARD TIME AT THE ADDRESS OF THE MAKED INSURED AF SYATED HERSIN.  ITEM 3.  LIMIT OF LIABILITY:	each occurrence Aggregate
	PTEM 4. UNDERLYING INSURANCE  THEM 5. PREMIUN BASIS	· · ·
	THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE CO	MPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$
•	The Company designated above, a stock incurrance company, [herein flows made a part herein, in consideration of the payment of premium to the limits of liability, exclusions, conditions and other terms of this instance. To indemnity the Insured for the Insured's ultimate net loss in excess of the insurence afforded under the Blanket Excess tability. The University provided find in the local and effect of the Insurence for injury to or destruction of property under this policy and underlying to or destruction of property under this policy and underlying policies shall not captly every a respect injury to or destruction of corporacy including loss of use thereof.	EXCESS MABILITY POMCY  called the Company) agrees with the insured, named in the declara- and is reliance upon the statements in the declarations and subject policy;  policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability are respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.  4. Pellay Period. This policy applies only to occurrences which take places during the policy period.
	2. Hind of Mebility. The Compoury shall be liable only for the limit of liability stated in Hem? of the Dackardions in excess of the limit or limits of hability of the applicable underlying innumnee policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations of expelicable to "each occurrence" shall be the total limit of the Compony's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or expansion of the applicable aggregate limit or limits of liability under said "plying policy or policies solely by reason of losses paid theyen or account of occurrences during this policy period, this	DEFINITIONS  "Ultimate net loss", means and stams addedly paid, or which the insured is legally abilitated to pay, as domodes in settlement or fails tooling of all to be too the pay of a domodes in settlement or fails tooling, all of the policy, all of the proper deduction of all recoveries or surgage.  CONDITIONS  I. Maintenance of Primary Insurance. The Insured warrants, and if is a condition of this policy, that at the inception of this policy, insurance allorded by the underlying policies of insurance topply- 2 Page Two)
L	PAGE ONE	E902-2-72

C.I. - 00296